

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 18, 2003

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B2001646
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE James Livingston (269) 964-7511
Traffic Signs Inc. 1499 E. Michigan Avenue Battle Creek, MI 49014 jlivingston@trafficsignsinc.com cmerkel@trafficsignsinc.com		FAX (269) 964-7017
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: Andre Clover (517) 322-3391		
Internally Illuminated Case Signs -- Department of Transportation		
CONTRACT PERIOD: From: August 15, 2002 To: August 15, 2007		
TERMS	1%, 15 days of shipment	SHIPMENT 30 days ARO
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Order Requirement		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Payment terms are changed to 1% fifteen days of shipment.

In addition, vendor is requesting the following:

- 1) Order at least three signs total on one purchase order
- 2) Provide vendor with six-month projections of items required
- 3) Whenever possible, have signs delivered to Lansing, Jackson, or Kalamazoo

All other terms, conditions and prices remain the same.

AUTHORITY/REASON:

Per vendor and agency concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$263,615.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 23, 2002

NOTICE
OF
CONTRACT NO. 071B2001646
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Traffic Signs Inc. 1499 E. Michigan Avenue Battle Creek, MI 49014	TELEPHONE James Livingston (616) 964-7511 FAX (616) 964-7017 VENDOR NUMBER/MAIL CODE BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: Andre Clover (517) 322-3391 Internally Illuminated Case Signs -- Department of Transportation	
CONTRACT PERIOD: From: August 15, 2002 To: August 15, 2007	
TERMS Net 30 days	SHIPMENT 30 days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Order Requirement	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of **ITB #07112000246**, this Contract Agreement and the vendor's quote dated **6-25-02**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$263,615.00**

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

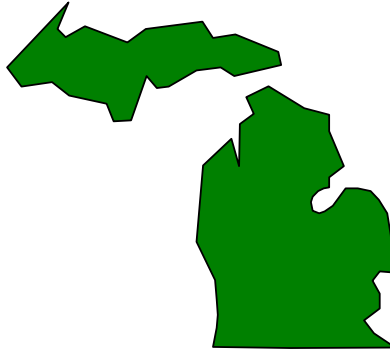
CONTRACT NO. 071B2001646
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Traffic Signs Inc. 1499 E. Michigan Avenue Battle Creek, MI 49014	TELEPHONE James Livingston (616) 964-7511 FAX (616) 964-7017 VENDOR NUMBER/MAIL CODE BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: Andre Clover (517) 322-3391	
Internally Illuminated Case Signs -- Department of Transportation	
CONTRACT PERIOD: From: August 15, 2002 To: August 15, 2007	
TERMS Net 30 days	SHIPMENT 30 days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Order Requirement	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I2000246, this Contract Agreement and the vendor's quote dated 6-25-02. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$263,615.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I2000246**. Orders for delivery of equipment will be issued directly by the **Department of Transportation** through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<hr/> <hr/> FOR THE VENDOR: <hr/> <div style="text-align: center;">Traffic Signs Inc.</div> <hr/> <div style="text-align: center;">Firm Name</div> <hr/> <div style="text-align: center;">Authorized Agent Signature</div> <hr/> <div style="text-align: center;">Authorized Agent (Print or Type)</div> <hr/> <div style="text-align: center;">Date</div>	<hr/> <hr/> FOR THE STATE: <hr/> <div style="text-align: center;">Signature</div> <hr/> <div style="text-align: center;">Joan Bosheff, Buyer</div> <hr/> <div style="text-align: center;">Name</div> <hr/> <div style="text-align: center;">Tactical Purchasing, Acquisition Services</div> <hr/> <div style="text-align: center;">Title</div> <hr/> <div style="text-align: center;">Date</div>
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**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES**

**FOR
INTERNALLY ILLUMINATED CASE SIGNS**

FOR DEPARTMENT OF TRANSPORTATION

CONTRACT #071B2001646

AUGUST, 2002

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***ATTACHMENT A – MDOT 1996 STANDARD SPECIFICATIONS FOR
STANDARD CONSTRUCTION 921.07 (3 PAGES)***

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ATTACHMENT C – NON-STATE AGENCY STATEMENT (1 PAGE)

**SECTION I - REQUIREMENTS****I-A INTRODUCTION**

This Contract is for Internally Illuminated Case Signs for the State of Michigan, Department of Transportation.

I-B REQUIRED INFORMATION**A. DELIVERY****1. TIME FRAMES**

All orders shall be delivered within 30 calendar days after receipt of order.

2. MINIMUM ORDER

There shall be no minimum order requirement for the Contract.

3. F.O.B. POINT

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders to the State.

4. SECURITY

The State may decide to perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

5. PACKAGING

The pack sizes indicated on the Contract represent the sizes currently used by the industry. The Contractor is requested to provide packaging that most closely meets these packaging sizes. The State reserves the right of final approval on packaging offered by the Contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of



Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

6. PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**SECTION II - GENERAL CONTRACT PROVISIONS****II-A GENERAL**

The Contract is for Internally Illuminated Case Signs for the State of Michigan, Department of Transportation. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by the Department of Transportation on the Purchase Order Contract Release Form.

The Contract awarded from this solicitation will be a Unit Price Contract.

II-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Transportation, hereinafter known as MDOT. Where actions are a combination of those of Acquisition Services and MDOT, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: **Joan Bosheff**
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
Phone: (517) 373-7374
E-Mail: bosheffj@michigan.gov

II-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and



specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Andre Clover
Department of Transportation
Maintenance Division
6333 Old Lansing Road
Lansing, MI 48917
Phone: (517) 322-3391
E-Mail: clovera@michigan.gov

II-D CONTRACT TERM

The term of this Contract will be for a five (5) year period and will commence **August 15, 2002, through August 15, 2007.**

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB #071I2000246.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

II-F NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

II-G REVISIONS, CONSENTS, AND APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**II-H SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

II-I SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

II-J GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

II-L HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

II-M INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

II-N NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without



prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

II-O CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

II-P PERFORMANCE REVIEWS

Acquisition Services, in conjunction with MSI, may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

II-Q AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**II-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs .

II-T ASSIGNMENT

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

II-U DELEGATION

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

II-V DISCLOSURE

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

II-W TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.



- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

II-X PRICE ADJUSTMENTS

Prices are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365 day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365 day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

II-Y ADDITIONAL PRODUCTS/SERVICES

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**II-Z CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.



The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability policy.

- ☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability policy.

- ☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☑ 4. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

II-AA INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections,



commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred



in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

II-BB CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to MDOT and local units of government unless other arrangements are authorized by Acquisition Services.

**II-CC ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

II-DD NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

II-EE CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract,



including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.



4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-FF NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

II-GG ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (www.state.mi.us/dmb/ofm/).

II-HH MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be



performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

II-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-JJ FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

II-KK CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract will be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

II-LL PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

**II-MM RECYCLED CONTAINERS**

The Contractor is encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

II-NN ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

II-OO QUALITY ASSURANCE

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

II-PP INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**II-QQ OPTIONAL USE OF STATE AGENCY PRODUCTION FACILITIES**

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agency production facilities:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.
- Department of Management and Budget, Print and Graphics Services.



ITEM LISTING

Item	Commodity Number	Unit	Description	Unit Price
001	550-88-37-5005	EA	Case Sign, Internally Illuminated. Mercury vapor type. Two face. 24" x 30". Faces to include the following legends: 25% R5-1 (Do Not Enter); 25% R3-5 (Left Turn Only); 25% R6-2A (R) (One Way Right Arrow); 25% R6-2A (L) (One Way Left Arrow). BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/24x30/2W</u>	<u>\$645.00</u>
002	550-88-37-5104	EA	Case Sign, Internally Illuminated. Mercury vapor type. Four face. 24" x 30". Faces to include the following legends: 25% R5-1 (Do Not Enter); 25% R3-5 (Left Turn Only); 25% R6-2A (R) (One Way Right Arrow); 25% R6-2A (L) (One Way Left Arrow). BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/24x30/4W</u>	<u>760.00</u>
003	550-88-37-5203	EA	Case Sign, Internally Illuminated. Mercury vapor type. One face. 27" x 12". BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/27x12/1W</u>	<u>\$432.00</u>
004	550-88-37-5252	EA	Case Sign, Internally Illuminated. Mercury vapor type. Two face. 36" x 36". BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/36x36/2W</u>	<u>\$1,020.00</u>
005	550-88-56	EA	Case Sign, Internally Illuminated. Sign face. 12" x 27". Left, Right, Thru Or Blank. BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/27x12/PPF</u>	<u>\$30.00</u>
006	550-88-56	EA	Case Sign, Internally Illuminated. Sign face. 24" x 30". Standard muted face. BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/24x30/PPF</u>	<u>\$55.00</u>



007	550-88-56	EA	Case Sign, Internally Illuminated. Sign face. 24" x 30". Standard blank lexan Face. BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/24x30/BPF</u>	<u>\$44.00</u>
008	550-88-56	EA	Case Sign, Internally Illuminated. Sign face. 24" x 30". Standard aluminum Lexan face. BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/24x30/BAF</u>	<u>\$55.00</u>
009	550-88-56-7007	EA	Case Sign, Internally Illuminated. Mercury vapor type. 12" x 27". Fits over four way. Three color traffic signal. Four faces indicate Left Turn Lane Only. BRAND: <u>Traffic Signs, Inc.</u> PRODUCT NUMBER: <u>MV/27x12/4W/TP</u>	<u>\$773.00</u>

ALL ITEMS LISTED ABOVE SHALL BE IN COMPLIANCE WITH ATTACHED MDOT 1996 STANDARD SPECIFICATIONS FOR CONSTRUCTION 921.07 AND DIAGRAM.

**ATTACHMENT A****MICHIGAN DEPARTMENT OF TRANSPORTATION
1996 STANDARD SPECIFICATIONS
FOR CONSTRUCTION 921.07**

921.07 ILLUMINATED CASE SIGNS. Case signs shall have internal illumination furnished by mercury vapor bulbs. This signs shall be designed for operation on 120-volt, single-phase AC electrical systems. Moving components, such as doors, etc., shall have proper fit and free movement.

- A. HARDWARE.** All fasteners, such as screws, bolts, nuts, hinges, pins and clamps, etc., which are partially or wholly exposed on the exterior shall be AISI Series 300 stainless steel. The mounting hub for the case sign shall be 1-1/2 inch, malleable iron (KK-197).
- B. BALLAST.** The ballast shall be the regulator type. The ballast shall be clearly marked, visible when set in the finished case, with the manufacturer's name or trademark, the catalog number, and the complete electrical rating as follows: number of lamps to be controlled, lamp type and lamp wattage, line frequency, line voltage, percent of allowable line voltage variation, line operating amperes, line wattage, power factor, line starting amperes, and the percentage of allowable line voltage dip.

Supplementary markings shall be included to indicate the correct method of connection for the leads.

- C. FACE.** The face shall be lexan translucent white, or other plastic material with equivalent or better weathering, structural, and optical properties.

The face shall be 0.125 inch plus/minus 10 percent in thickness. Each face shall be marked with the name or trade name of the plastic.

The plastic face shall be furnished blank, cut to proper size, and shipped with the complete case sign.

All sign panels without legends shall be aluminum or as directed by the Engineer. The exterior face shall be coated with a semi-glass or gloss yellow enamel. The color shall be within the limits shown on the *Highway Yellow Color Tolerance Chart* for the central color, except the color shall be darker than the central color. The interior face shall be coated with a semi-gloss or gloss white enamel.

- D. WIRING.** The signs shall be furnished completely wired. All wiring shall be 600-volt. No. 18 AWG soft annealed copper wire with the following characteristics:



1. Color coded.
2. At least 7 strands.
3. The insulation shall be of 194 degree F THHN thermoplastic or 194 degree F neoprene and so marked.

The wiring shall be run neatly in flexible aluminum conduit between the ballast box and the socket housing. Where conductors pass through an opening in sheet metal or conduit, a bushing, grommet, or rolled edge shall be provided to protect conductors.

Splices and terminations shall be made only at the terminal block, switch, lampholder leads, or ballast leads. The splices shall be made mechanically and electrically secure by acceptable insulated pressure type, solderless connectors. Terminations shall be made mechanically and electrically secure by acceptable insulated pressure type solderless terminals. Wire connecting screws, tabs, washers, and strips shall be nickel plated brass.

The switch shall be mounted such that it is prevented from turning. A mechanical means other than friction must be employed to prevent the switch from turning.

- E. PAINTING REQUIREMENT.** Prior to painting the case sign, all metal surfaces shall be cleaned and surface treated according to standard industry practice to assure bonding of the paint to the metal.

The coating system shall consist of durable and weather-resistant enamels of the color and specified and shall be applied at a uniform thickness without blisters, runs or other defects. The average dry film thickness shall be 1.5 mils and determined by Method A, Inductance Thickness Gage, as specified in ASTM D 1400. The metal interior of the sign shall be coated with a semi-gloss or gloss white enamel.

The exterior of the sign shall be coated with a semi-gloss or gloss yellow enamel. The color shall be within the limits shown on the *Highway Yellow Color Tolerance Chart* for the central color, except the color shall be darker than the central color.

- F. PACKING AND MARKING.** Each finished sign shall have a permanent legible marking which shall include the supplier's name, trademark, or other suitable means of identification.

Each sign shall be individually packaged in such a manner that it will be accepted by common carriers and there will be no injury or defacement to



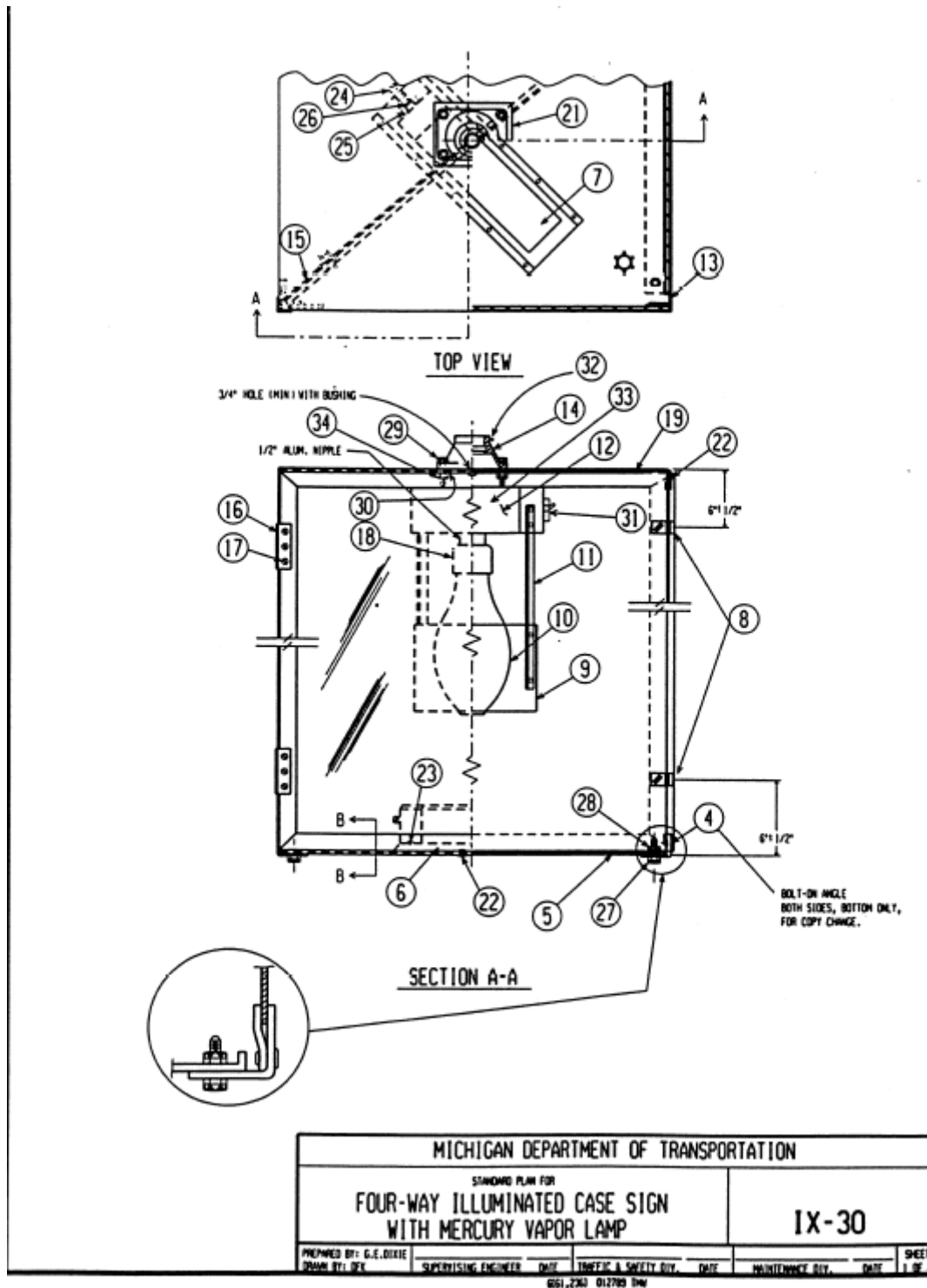
the sign during transportation. Each package shall be legibly marked with the descriptions of contents and supplier's name.

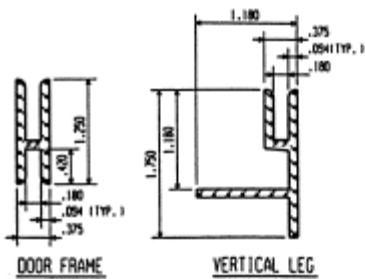
- G. INSPECTION.** Inspection will be performed by the Department. Mill tests reports for all aluminum extrusions shall be furnished upon request by the Department.

At the time of delivery, the supplier shall furnish a Type D certification stating that the pretreatment requirements as specified under subsection 921.06E have been met. The certification shall reference the method and material used in the pretreatment process.

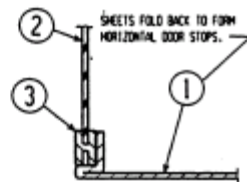


ATTACHMENT B

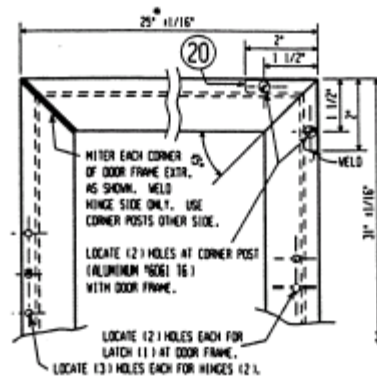




STANDARD EXTRUSION DETAILS
6063 T-6 ALUMINUM



SECTION B-B



③ DOOR FRAME DETAILS

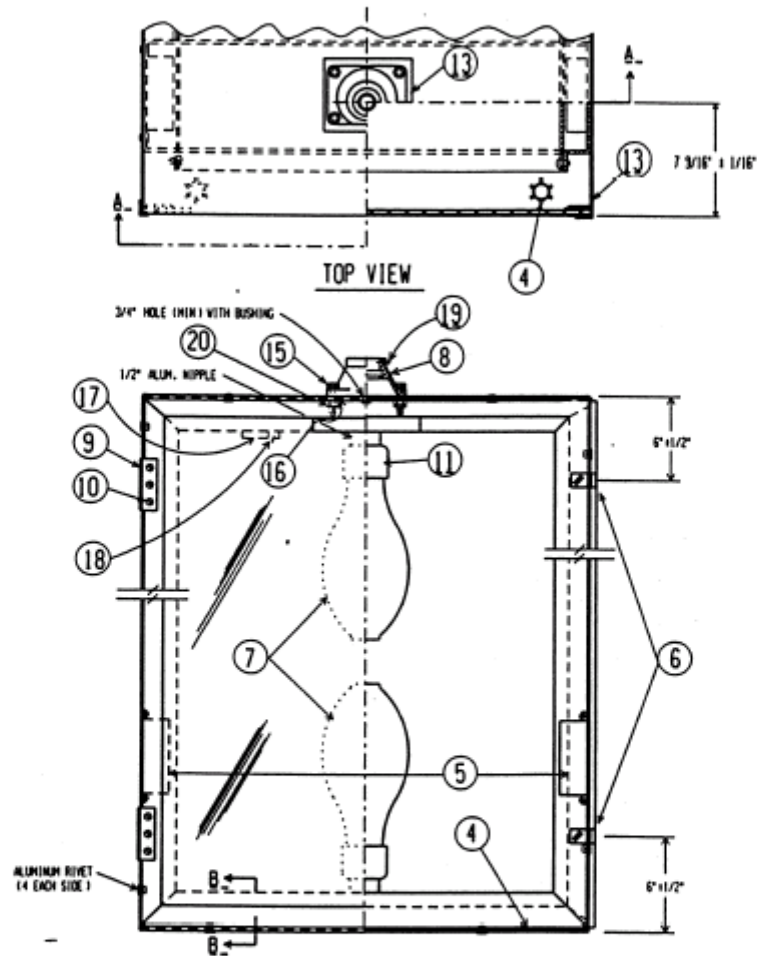
MATERIAL LIST

ITEM NO.	PART NAME	NO. REQ'D.
1	BOTTOM PAN OF 3003 H-12 0.063 ALUMINUM SHEET.	1
2	LEXAN FACE OR APPROVED EQUAL.	4
3	DOORS - STATE OF MICHIGAN DIE # 2310.	2
4	FACE RETAINERS 0.063 3003 H-12 ALUMINUM SHEET.	2
5	DRAIN SCREENS OF 1\" ALUMINUM-CLIP-TYPE WITH ALUMINUM SCREEN.	4
6	BALLAST SHELF 0.063 3003 H-12 ALUMINUM SHEET	1
7	UNIVERSAL OR ADVANCE BALLAST *1010-12C, 250 WATT SINGLE BULB CASE TYPE.	1
8	SIMMONS #3 LINK-LOCK STAINLESS STEEL SPRING LOADED DOOR LOCKS.	4
9	DEFUSER 1/8\" X 6\" X 32\" POLYCARBONATE	1
10	250 WATT MERCURY VAPOR MODUL BASE BULB (DELUXE WHITE).	1
11	ALUMINUM STRAP	2
12	TOP ELECTRICAL BOX 0.050 3003 H-12 ALUMINUM SHEET.	1
13	LEGS OF 6063 T-6 EXTRUDED ALUMINUM.	4
14	1 1/2\" TOP MOUNTING HUB, MALLEABLE IRON, GASKET (KK-1797)	1
15	1 1/2\" X 1 1/2\" X 1/8\" ALUMINUM ANGLE TOP OF FRAME.	4
16	HINGES 1 1/16\" (OPEN) X 0.050 X 3\" LESS IN STEEL. (AISI SERIES 300)	4
17	*8 X 3/8\" STAINLESS STEEL TYPE B PAN HUB SELF-TAPPING SHEET METAL SCREWS. (AISI SERIES 300)	25
18	*CIRCLE F\" MODEL BASE SOCKET.	1
19	TOP PAN OF 3003 H-12 0.063 ALUMINUM SHEET.	1
20	DOOR FRAME CORNER POST - 2\" X 2\" X 5/32\" ALUMINUM ANGLE.	4
21	ADDITIONAL TOP FRAME OF 6063 T-6 ALUMINUM PLATE	1
22	3/4\" X 8 8\" STAINLESS MACHINE SET BARREL RIVETS	28
23	*10 X 1/2\" STAINLESS STEEL TYPE A PAN AND SHEET METAL SCREWS (BALLAST MOUNTING).	4
24	1/2\" FLEX ALUMINUM CONDUIT-4\".	1
25	1/2\" FLEX CONNECTORS.	2
26	1/2\" ANTI-SHORTS.	2
27	*10-24 X 3/8\" STAINLESS STEEL ROUND HEAD MACHINE SCREW BOLTS. (AISI SERIES 300)	4
28	*10-24 STAINLESS STEEL NUTS. (AISI SERIES 300)	4
29	5/16\"-18 X 3/4\" STAINLESS STEEL HEX HEAD MACHINE SCREW BOLTS. (AISI SERIES 300)	4
30	5/16\" FLAT STAINLESS STEEL WASHERS. (AISI SERIES 300)	4
31	POWER ON AND OFF SWITCH	1
32	SET SCREW-5/16\" STAINLESS	1
33	TERMINAL BLOCK (INSIDE ELECTRICAL BOX)	1
34	5/16\" X 18 STAINLESS STEEL STOP NUT WITH NYLON INSERT (AISI SERIES 300)	4

* THIS DOOR DIMENSION IS TO FIT 24\" X 30\" SIGN FACE.

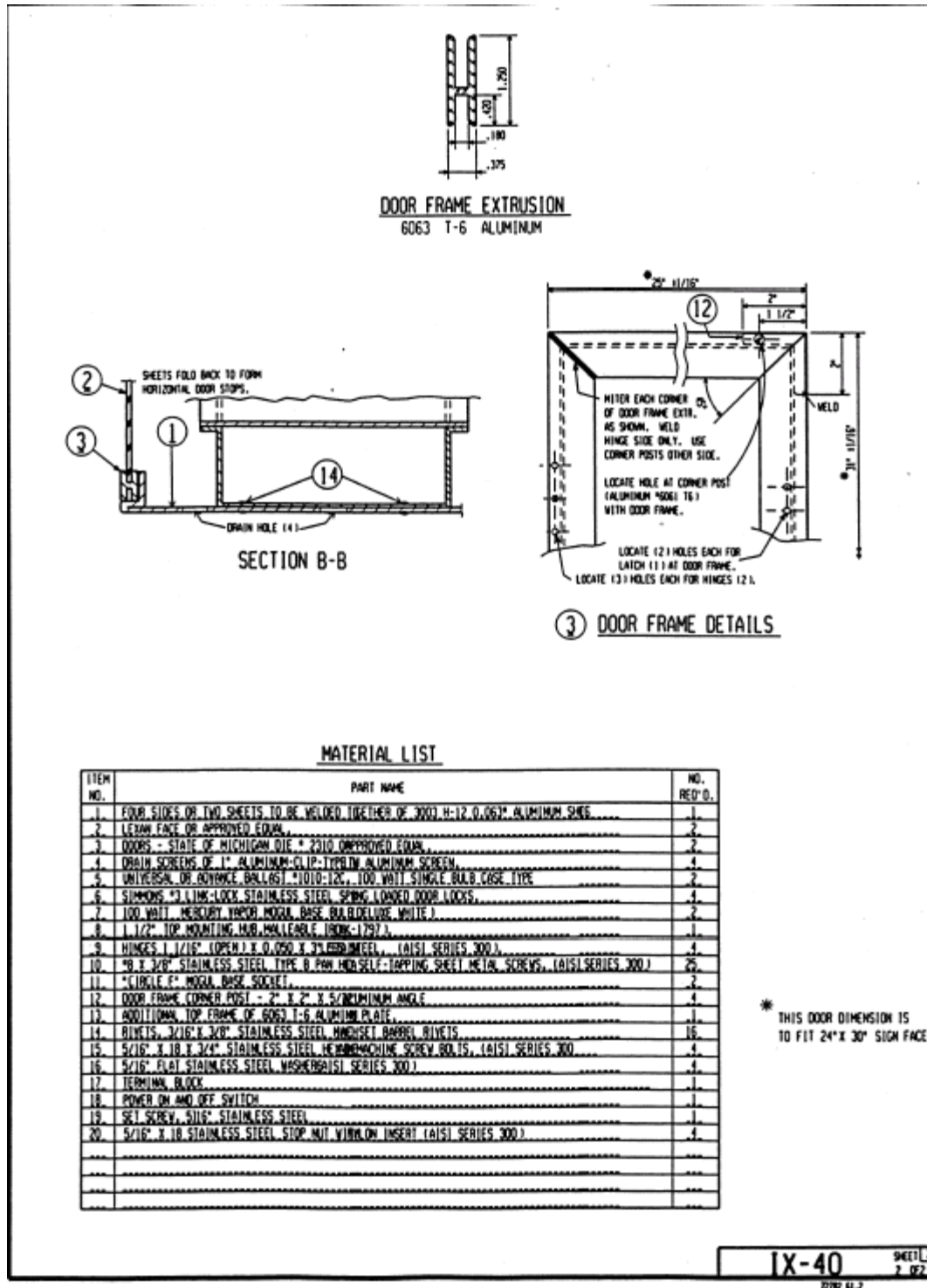
IX-30

SHEET
2 OF 2



MICHIGAN DEPARTMENT OF TRANSPORTATION			
STANDARD PLAN FOR			2
TWO-WAY ILLUMINATED CASE SIGN			IX-40
WITH MERCURY VAPOR LAMPS			
PREPARED BY: G.E. DIXIE	SUPERVISING ENGINEER	DATE	SHEET 1 OF 2
DRAWN BY: CLS	TRAFFIC & SAFETY DIV.	DATE	
		MAINTENANCE DIV.	DATE

.DGN/ISE/SIDE/IX40.ISE 02-03-93...LV9



**ATTACHMENT C****NON-STATE AGENCY STATEMENT**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

BIDDER MUST CHECK ONE BOX BELOW

- [] Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
- [] Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

Vendor Name

Authorized Agent Name (print or type)

Authorized Agent Signature